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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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DIFEI LOGISTICS INC.

Plaintiff,

Index No. 22-CV-06871 (JMA)  
(ST)

-against-

MO MO PRODUCE CORP. and HYUN JUNG KIM

**STIPULATION OF  
SETTLEMENT**

Defendants.  
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**IT IS HEREBY STIPULATED AND AGREED**, by and between the plaintiff  
DIFEI LOGISTICS INC. (the “Plaintiff”) and the defendant MO MO PRODUCE  
CORP, and HYUN JUNG KIM individually and in any corporate capacity, (the  
“Defendants”), the respective parties to this action, that this action is hereby settled  
pursuant to the following terms and conditions:

1. The Defendants shall pay Plaintiff the total sum of **\$33,670.50** (the “Settlement Amount”), in full and complete satisfaction of the claims and debts owed by Defendants to Plaintiff as demanded within this action.
2. The Settlement Amount shall be paid as follows:
  - (i) Payment in the amount of \$1,000.00 by bank or certified check, delivered and received simultaneously upon Defendants’ execution of this Stipulation.

- (ii) A payment thereafter received on June 16, 2023, June 30, 2023, and on the second and fourth Friday of each Month thereafter beginning July 2023 in the amount of \$1,000.00 each by bank or certified check, until the balance is paid in full.
  - (iii) All payments made pursuant to this Stipulation of Settlement shall be made payable to "The Fierst Law Group, P.C. as attorneys and forwarded to 462 Sagamore Avenue, Suite 2, East Williston, NY 11596.
3. In the event (a) the Defendants shall fail to make any of the payments when due pursuant to this Stipulation of Settlement, or (b) if any payments tendered fail to clear, or (c) in the event of a default of the provisions hereunder for any reason whatsoever (collectively, the "Default") and such Default continues after the expiration of a five (5) day written notice to cure provided to the Defendant via regular first class mail addressed to the Defendants at 445 Northern Blvd., Suite 24A, Great Neck, NY 11021, then Plaintiff may submit a Judgment to the Court against the Defendants jointly and severally without notice to the Defendants for the amounts demanded in the Complaint less credit for any and all payments which were tendered and cleared pursuant to this Settlement Agreement.
4. Upon receipt and clearance of all payments due pursuant to this Settlement Agreement, Plaintiff shall submit a letter application to the Court requesting that the within action be discontinued and the Complaint filed herein dismissed, without costs to either party.
5. The undersigned representatives of the Defendants hereby represent and certify that they are duly authorized to enter into, execute and consent to the terms and

conditions of this Stipulation of Settlement and Order, and upon doing so, bind the parties to its terms.

6. The Defendants hereby consent to the Court's exercise of personal and subject matter jurisdiction.
7. Notwithstanding any other provisions of this Stipulation and Settlement, this Court shall retain exclusive jurisdiction over this Stipulation of Settlement, including, but not limited to, any application to enforce or interpret its provisions, and over each party to the extent its obligations herein remain unsatisfied.
8. Each party and signatory to this Stipulation of Settlement represents that it freely and voluntarily enters into this Stipulation of Settlement without any degree of duress or compulsion.
9. For purposes of this Stipulation of Settlement and Order, signatures transmitted by facsimile or PDF shall constitute acceptable, binding signatures.

  
DIFEI LOGISTICS INC.

LEE PAKULSHY  
By: COLLECTIONS AGENT

Dated: 6/14/23

  
HYUN JUNG KIM

Dated: 6/7/23

  
MO MO PRODUCE CORP

By: \_\_\_\_\_

Dated: 6/7/23